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ELECTRONICALLY FILED
DOC#:
DATE FILED: 09/13/2022**

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SPYRA GmbH,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A HERETO,

Defendants.

No. 22-CV-5727 (RA)

SECOND PRELIMINARY INJUNCTION
ORDER

RONNIE ABRAMS, United States District Judge:

This matter comes before the Court on the application of Plaintiff SPYRA, GmbH (“Plaintiff”), brought by way of Order to Show Cause, for entry of a Preliminary Injunction (the “Application”) against the Defendants identified on Schedule A attached hereto (collectively, the “Second PI Defendants”) and using at least the domain names or online marketplace accounts identified on Schedule A (collectively, the “Second PI Defendant User Accounts”).

The Court has reviewed the papers in support of the Application, and, for the reasons stated on the record at the Order to Show Cause hearing on September 13, 2022, finds that the injunctive relief initially granted in the Temporary Restraining Order (“TRO”) on July 14, 2022 and later extended on July 21, 2022 shall be in place through the pendency of this litigation as to Second PI Defendants and that issuing this preliminary injunction against Second PI Defendants is warranted under Federal Rule of Civil Procedure 65.¹

NOW THEREFORE, the Court ORDERS that:

¹ Any capitalized term that is not defined herein shall have the meaning provided in the July 14, 2022 TRO.

1. Second PI Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them shall be temporarily enjoined and restrained from:

- a. Using the SPYRA Copyright or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any Counterfeit Products;
- b. Passing off, inducing, or enabling others to sell or pass off any product as a genuine SPYRA Product that is not, in fact, Plaintiff's SPYRA Product and/or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the SPYRA Copyright;
- c. Committing any acts calculated to cause consumers to believe that Second PI Defendants' Counterfeit Products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. Further infringing the SPYRA Copyright and damaging Plaintiff's goodwill;
- e. Shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear(s) the SPYRA Copyright or any reproductions, counterfeit copies, or colorable imitations thereof;
- f. Using, linking to, transferring, selling, exercising control over, or otherwise owning the User Accounts, the Second PI Defendant Internet Stores, or any

other domain name or online market place account that is being used to sell or is the means by which Second PI Defendants could continue to sell versions of Plaintiff's SPYRA products; and

- g. Operating and/or hosting websites and/or any other web presence registered or operated by Second PI Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product embodying or bearing the SPYRA Copyright.

2. Within fourteen (14) days after receiving notice of this Order, each Second PI Defendant shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including by way of example, all AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts, and (d) the steps taken by each Second PI Defendant to comply with paragraph 1, a through g, above.

3. Within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, the domain name registries for the Second PI Defendant User Accounts, including, but not limited to, GoDaddy.com, LLC, Tucows, Inc., Porkbun, LLC, Namecheap, Inc., and Chengdu West Dimension Digital Technology Co., Ltd., shall disable the Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Within five (5) days of receipt of this Order, Alibaba, AliExpress, Amazon, and any other online marketplace platform or service provider hosting or servicing a Second PI Defendant User Account are directed to disable and cease providing services for any Second PI Defendant User

Accounts through which Second PI Defendants engage in the sale of counterfeit and infringing goods using the SPYRA Copyright, including any accounts associated with the Second PI Defendants.

5. Within five (5) business days after receipt of actual notice of this Order, Second PI Defendants and any third party with such actual notice who is providing services for any of the Second PI Defendants, or in connection with any Second PI Defendant User Account, including, without limitation, any online marketplace platforms such as Amazon, Wish, DHGate, AliExpress, Alibaba, Walmart, and eBay, Facebook, Internet Service Providers (“ISP”), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the “Third Party Providers”) shall provide to Plaintiff expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. The identities and locations of Second PI Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of Second PI Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the Second PI Defendant User Accounts, and Second PI Defendants’ financial accounts, as well as providing a full accounting of Second PI Defendants’ sales and listing history related to their respective Second PI Defendant User Accounts;

- c. Second PI Defendant User Accounts or any domain name registered by Second PI Defendants;
- d. Any financial accounts owned or controlled by Second PI Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, World First, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. Until further ordered by this Court, Second PI Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of Second PI Defendants' assets.

7. Within five (5) business days of receipt of this Order, Western Union shall block any Western Union money transfers and funds from being received by the Second PI Defendants identified in Schedule A to this Preliminary Injunction Order until further ordered by this Court.

8. Within five (5) business days of receipt of this Order, Alibaba, AliExpress, Amazon, and any other online marketplace platform or service provider hosting or servicing a Second PI Defendant User Account shall, for any Second PI Defendant or any of Second PI Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to and related to Second PI Defendants, Defendants' Online Marketplace Accounts or Second PI Defendants' websites,

including, but not limited to, any AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts connected to and related to the information listed in Schedule A hereto; and

- b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Second PI Defendants' assets until further ordered by this Court.

9. Within five (5) business days of receipt of this Order, any banks, savings and loan associations, payment processors, or other financial institutions, for any Second PI Defendant or any Second PI Defendant User Account, shall:

- a. Locate all accounts and funds connected to Second PI Defendants, Second PI Defendants' Online Marketplace Accounts or Second PI Defendants' websites, including, but not limited to, any accounts connected to the information listed in the Schedule A hereto; and
- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Second PI Defendants' assets until further ordered by this Court.

10. Plaintiff may provide notice of these proceedings to Second PI Defendants by electronically publishing a link to the Summons, the Complaint, the July 14, 2022 TRO, this Order, and other relevant documents on a website **and** by sending an e-mail to all e-mail addresses identified by Plaintiff and any e-mail addresses provided for Second PI Defendants by third parties that (1) includes a link to said website and (2) attaches those documents to the e-mail. The combination of providing notice via electronic publication or e-mail, along with any notice that Second PI Defendants

receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Second PI Defendants of the pendency of the action and afford them the opportunity to present their objections.

11. Any Second PI Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

12. The five thousand dollars (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED.

Dated: September 13, 2022
New York, New York

A handwritten signature in blue ink, appearing to read 'Ronnie Abrams', is written above a horizontal line.

Ronnie Abrams
United States District Judge

SCHEDULE A TO [REDACTED] SECOND PRELIMINARY INJUNCTION ORDER

Doe No.	Defendant Seller	Defendant User Account
1	Anhui Ximeng International Trade Co.	https://ahxmgj.en.alibaba.com/
2	Foshan Aoerbao Childrens Products Co., Ltd.	https://aoerbo.en.alibaba.com/
3	Foshan City Camping Technology Co., Ltd	https://fscamping.en.alibaba.com/minisiteentrance.html?spm=a2700
4	Foshan Jiazhanchuang Sports Health Technology Co., Ltd.	https://dorableimi.en.alibaba.com/index.html?spm=a2700.shop_pl.88.13
5	guangsenshop88	https://www.amazon.com/sp?ie=UTF8&seller=AB9U9GPQX671S
6	Hainan Lanhai Shipping Co., Ltd.	https://lanhaishipping.en.alibaba.com/?spm=a2700.shop_cp.88.16
7	Hangzhou Agreat Import & Export Co., Ltd.	https://agreat.en.alibaba.com/?spm=a2700.shop_pl.88.16
8	Hangzhou Hangkai Technology Co., Ltd.	https://hzhkkj.en.alibaba.com/?spm=a2700.shop_cp.88.19
9	Hangzhou Langdi Technology Co., Ltd.	https://dr4funskateboard.en.alibaba.com/index.html?spm=a2700.shop_cp.88.16
10	Henan Sincerely Industrial Co., Ltd	https://hnsincerely.en.alibaba.com/?spm=a2700.shop_pl.88.16
11	Huizhou Onecarat Technology Co., Ltd.	https://onecarat.en.alibaba.com/?spm=a2700.shop_cp.88.16
12	Jiangmen Spark Technology Co., Ltd.	https://sparktechgroup.en.alibaba.com/
13	LAIHUIKEJI	https://www.amazon.com/sp?ie=UTF8&seller=A1IM23DAKATKI4
14	Qingdao Melton Tire Co., Ltd.	https://melton.en.alibaba.com/
15	Shantou Chenghai Wangji Toy Factory	https://wangji-toys.en.alibaba.com/
16	Shenzhen Daton Technology Co., Ltd.	https://szdaton.en.alibaba.com/minisiteentrance.html?spm=a2700

Doe No.	Defendant Seller	Defendant User Account
17	Shenzhen Muje Technology Co., Ltd.	https://mujetech.en.alibaba.com/?spm=a2700.shop_cp.88.16
18	Shenzhen Shining Electric Co., Ltd.	https://airplaying.en.alibaba.com/?spm=a2700.shop_pl.88.15
19	Wuxi Yaoen Technology Co., Ltd.	https://yaoen.en.alibaba.com/
20	Wuyi Enpower Fitness Co., Ltd.	https://www.alibaba.com/showroom/wuyi-enpower-fitness-co..html
21	Xiamen Hongxiang Trading Co., Ltd	https://xmhxsm.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.291d6f62UacHug&from=detail&productId=1600440052425
22	Yiwu Dayu Toys Co., Ltd.	https://dayutoys.en.alibaba.com/index.html
23	Yiwu Jixu Import And Export Co., Lt	https://jixu.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.390f6e66UkDKFU&from=detail&productId=11000000848671
24	Yongkang Greenlawn Industrial&Trading Co., Ltd.	https://redsalmon.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.76e64a30UQUH8&from=detail&productId=1600542139241
25	Yongkang Hongduo Industry&trade Co.	https://ykhongduo.en.alibaba.com/
26	Yongkang King Sports Industry & Trade Co., Ltd.	https://kingsports.en.alibaba.com/
27	Yongkang Suncity Imp& Exp Co., Ltd.	https://ihowtools.en.alibaba.com/minisiteentrance.html/contactinfo.html
28	Zhejiang Haiqi Industry And Trade Co., Ltd.	https://chinahaiqi.en.alibaba.com/
29	Shop911665317 Store	https://www.aliexpress.com/store/1101664322
30	Ailihu kitchen Store	https://www.aliexpress.com/store/1102029689
31	Alihu baby Store	https://www.aliexpress.com/store/1101582443
32	Alipapa Store	https://www.aliexpress.com/store/2340388
33	bestwin store	https://de.aliexpress.com/store/1101430101?spm=a2g0o.detail.100005.1.605b6b4cGWtKWS
34	DAIDAI Store	https://www.aliexpress.com/store/1102051253

Doe No.	Defendant Seller	Defendant User Account
35	Doki Toy Store	https://de.aliexpress.com/store/911796775?spm=a2g0o.detail.1000007.1.3e0c1136Cv6nyH
36	Fun education toy store	https://de.aliexpress.com/store/5476195?spm=a2g0o.detail.1000007.1.279056caMlgyXu
37	Fun time Store	https://www.aliexpress.com/store/1101514133
38	HA Life store	https://www.aliexpress.com/store/1101690588
39	hand of god boutique store	https://www.aliexpress.com/store/1102033972
43	KSDW Toys Store	https://www.aliexpress.com/store/1102042720
45	plush toy store	https://de.aliexpress.com/store/1100213613?spm=a2g0o.detail.1000007.1.1eca101de47xrD
46	Ruiying outdoor Store	https://www.aliexpress.com/store/910316081
47	Self-confidence baby Store	https://de.aliexpress.com/store/1101886116?spm=a2g0o.detail.100005.1.47195525sRomML
48	Shop3053005 Store	https://id.aliexpress.com/store/1101258076?spm=a2g0o.store_pc_feedback.pcShopHead_96597276.0
49	Shop911390105 Store	https://de.aliexpress.com/store/911390105?spm=a2g0o.detail.1000007.1.34f0213coCGPyh
50	SquareMonkey Toy Store	https://www.aliexpress.com/store/912179764
51	The Childhood toy Store	https://www.aliexpress.com/store/912163184
52	YOLIX Store	https://www.aliexpress.com/store/1101669028
53	Zhejiang accessories city Store	https://www.aliexpress.com/store/1102015328
67	AQNOL	https://aqnol.com/
82	fpjtoys	https://fpjtoys.com/
100	Moweoo	https://www.moweoo.com/
106	ORDIBUY	https://rightjake.com/
117	Utyket	https://www.utyket.com/